

REMARKS

Claims 4 and 17 have been amended to incorporate the limitations of canceled claims 38 and 39, respectively. Accordingly, the amended claims 4 and 17 are the same claims as canceled claims 38 and 39, respectively.

The Examiner rejected claims 2-5, 10, 17, 32, 33, 40 and 41 under 35 U.S.C. §103(a) as allegedly being unpatentable over Hatch *et al.* (USPN 4,929,370) in view of Weinreich (USPN 5,435,671).

The Examiner rejected claims 6-9, 12, 13 and 34-37 under 35 U.S.C. §103(a) as allegedly being unpatentable over Hatch *et al.* ('370) in view of Weinreich ('671) as applied to claims 2-5, 10, 17, 32, 33, 40 and 41 above, and further in view of Frater (USPN 6,355,360).

The Examiner rejected claim 11 under 35 U.S.C. §103(a) as allegedly being unpatentable over Hatch *et al.* ('370) in view of Weinreich ('671) as applied to claims 2-5, 10, 17, 32, 33, 40 and 41 above, and further in view of Block (USPN 4,269,549).

The Examiner rejected claims 38, 39 and 42 under 35 U.S.C. §103(a) as allegedly being unpatentable over Hatch *et al.* ('370) in view of Weinreich ('671) as applied to claims 2-5, 10, 17, 32, 33, 40 and 41 above, and further in view of Sinclair *et al.* (USPN 5,834,582).

Applicants respectfully traverse the §103(a) rejections with the following arguments.

35 U.S.C. §103(a)

The Examiner rejected claims 2-5, 10, 17, 32, 33, 40 and 41 under 35 U.S.C. §103(a) as allegedly being unpatentable over Hatch *et al.* (USPN 4,929,370) in view of Weinreich (USPN 5,435,671).

In addition, the Examiner rejected claims 38, 39 and 42 under 35 U.S.C. §103(a) as allegedly being unpatentable over Hatch *et al.* ('370) in view of Weinreich ('671) as applied to claims 2-5, 10, 17, 32, 33, 40 and 41 above, and further in view of Sinclair *et al.* (USPN 5,834,582).

Since claims 4 and 17 have been amended to incorporate the limitations of canceled claims 38 and 39, respectively, Applicants next traverse the rejection of claims 4 and 17 by discussing the Examiner's rejection of claims 38 and 39.

Applicants respectfully contend that claims 4 and 17 are not unpatentable over Hatch in view of Weinreich and further in view of Sinclair, because Hatch in view of Weinreich and further in view of Sinclair does not teach or suggest each and every feature of claims 4 and 17. For example, Hatch in view of Weinreich and further in view of Sinclair does not teach or suggest the features: "wherein the removable adhesive is a **liquid** while adhesively coupling the successive sheets to each other" (emphasis added) (claim 4); and "wherein the removable adhesive is a **liquid** while adhesively coupling said each sheet with its adjacent sheet" (emphasis added) (claim 17).

In "Response to Arguments", the Examiner argues that "It is notoriously well known in the art that an adhesive material made with sucrose material is removable and may be applied as a liquid as evidenced Sinclair *et al.* (Col. 24, lines 15-15; Col. 55, lines 4-4)."

In response to the preceding argument by the Examiner, Applicants note that the Examiner alleges that Hatch teaches that the dry film lubricant described in Hatch, col. 5, lines 30-45 represents the removable adhesive of the adhesive layer that adhesively couples each pair of successive sheets of the stack to each other, as required by claims 4 and 17. However, the dry film lubricant described in Hatch, col. 5, lines 30-45 is “dry” and “is preferably any water soluble material having lubricating properties and which can be combined with a hardener capable of drying the lubricant to a **solid or semi-solid film-form**, resulting in a **dry** lubricating film” (emphasis added). Therefore, Hatch’s dry film lubricant is most certainly not a liquid after being hardened by the hardener.

Moreover, Hatch teaches away from the dry lubricating film being in a liquid form with respect to the adhesive property. See Hatch, col. 3 lines 55-61 which recites: “the dry film lubricant comprises a water soluble lubricant hardened into a **solid or semi-solid film form sufficiently dry to adhere to a carrier sheet in a stable form** and act as a lubricant for a high speed rotary drill passing through the sheet, without adversely affecting drill operation or the smoothness of the resulting drill hole” (emphasis added). In other words, Hatch teaches that the solid or semi-solid form of Hatch’s disclosed dry film lubricant is a necessary condition for the dry film lubricant to have an adhesive functionality.

Also from a logical perspective, the Examiner relies on the dry film lubricant embodiment described in Hatch, col. 5, lines 30-45, and this embodiment specifically includes a waxy hardener. Indeed, it is this waxy hardener component of Hatch’s dry film lubricant that imparts the adhesive functionality to the dry film lubricant. However, the waxy component is “waxy” and is therefore solid and not liquid. Therefore, use of a liquid adhesive is logically

incompatible with the dry film lubricant embodiment that the Examiner specifically relies on.

Also note that the word "dry" in "dry film lubricant" appears everywhere in Hatch: in the title, claims, abstract, summary of the invention, and detailed description. This pervasive appearance of "dry" in "dry film lubricant" throughout the Hatch disclosure makes it clear that Hatch intends that the dry film lubricant be "dry". Therefore, it is not obvious to modify Hatch to change the dry film lubricant to a liquid form while adhesively coupling the successive sheets to each other.

Based on the preceding arguments, Applicants respectfully maintain that claims 4 and 17 are not unpatentable over Hatch in view of Weinreich and further in view of Sinclair, and that claims 4 and 17 are in condition for allowance. Since claims 2, 3, 5, 10, 32, 33, and 42 depend from claim 4, Applicants contend that claims 2, 3, 5, 10, 32, 33, and 42 are likewise in condition for allowance. Since claims 40 and 41 depend from claim 17, Applicants contend that claims 40 and 41 are likewise in condition for allowance.

The Examiner rejected claims 6-9, 12, 13, and 34-37 under 35 U.S.C. §103(a) as allegedly being unpatentable over Hatch *et al.* ('370) in view of Weinreich ('671) as applied to claims 2-5, 10, 17, 32, 33, 40 and 41, and further in view of Frater (USPN 6,355,360).

Since claims 6-9, 12-13, and 34-37 depend from claim 4, which Applicants have argued *supra* to not be unpatentable over Hatch in view of Weinreich and further in view of Sinclair under 35 U.S.C. §103(a), Applicants maintain that claims 6-9, 12-13, and 34-37 are likewise not unpatentable over Hatch in view of Weinreich further in view of Frater under 35 U.S.C. §103(a).

The Examiner rejected claim 11 under 35 U.S.C. §103(a) as allegedly being unpatentable over Hatch *et al.* ('370) in view of Weinreich ('671) as applied to claims 2-5, 10, 17, 32, 33, 40 and 41 above, and further in view of Block (USPN 4,269,549).

Since claim 11 depends from claim 4, which Applicants have argued *supra* to not be unpatentable over Hatch in view of Weinreich and further in view of Sinclair under 35 U.S.C. §103(a), Applicants maintain that claim 11 is likewise not unpatentable over Hatch in view of Weinreich further in view of Block under 35 U.S.C. §103(a).

CONCLUSION

Based on the preceding arguments, Applicants respectfully believe that all pending claims and the entire application meet the acceptance criteria for allowance and therefore request favorable action. If the Examiner believes that anything further would be helpful to place the application in better condition for allowance, Applicants invites the Examiner to contact Applicants' representative at the telephone number listed below. The Director is hereby authorized to charge and/or credit Deposit Account 09-0457.

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